



City of Riverside
Personnel Policy and Procedure Manual

Approved:

Personnel Director

City Manager

Number: III-4 Effective Date: 5/92

SUBJECT: GRIEVANCE PROCEDURE FOR REFUSE UNIT EMPLOYEES

PURPOSE:

To provide regular full or part-time employees the definition of a grievance and an orderly procedure for processing a grievance. The current M.O.U. for the bargaining unit should be referenced as to specific language.

DEFINITION:

A grievance is an allegation by an employee that the employee has been adversely affected by a violation, misinterpretation or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, or the City's written personnel policies and procedures.

POLICY:

Included specifically as subject to this grievance procedure are disciplinary actions against regular employees and only those performance evaluations which result in a denial or postponement of a pay increase. Disciplinary actions against probationary employees are specifically excluded from this procedure.

Excluded specifically as subject to this grievance procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless specifically prohibited by or in contradiction of the specific written provisions of an existing Memorandum of Understanding or the City's salary and fringe benefit resolutions.

1. Representation - An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative. In this grievance procedure, any reference to grievant means grievant and/or his/her representative.
2. Time Limits - The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement.

In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance.

In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

3. Time Off for Grievance Processing - A Refuse Unit employee designated as the bargaining unit representative shall receive time off from duties for the processing of grievances herein for Refuse Unit employees subject to the following conditions:
 - a. Time off shall be limited solely to one designee representing a grievant, and the grievant, in a conference with a management person.
 - b. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform his/her immediate supervisor.
 - c. Under **no** circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.
4. Arbitration - Following are basic guidelines governing the arbitration process:
 - a. Authority - The recognized employee organization shall have the exclusive authority to determine whether a grievance shall be taken to arbitration.
 - b. Arbitrator Selection - In the event the parties are unable mutually to agree upon an arbitrator within 10 working days after referral to arbitration, they shall request a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one name remains, and said last named arbitrator shall be selected. The right to delete the first name on the panel shall be based on a coin toss.
 - c. Arbitrator Authority - The arbitrator's authority shall be limited to deciding the issues submitted by the parties; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, or the City's written personnel policies and procedures.
 - d. Arbitrator's Decision - The arbitrator's decision shall be final and binding upon the parties, and shall be in writing and shall set forth the findings of fact, reasonings, conclusions, and remedy.
 - e. Arbitration Cost - All costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of any hearing room shall be borne equally by the recognized employee organization representing the grievant and the City. All other costs shall be borne by the party incurring the adverse ruling.
5. Waiver - The processing of a grievance beyond Step 3 shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance and express waiver of rights to utilize any other legal or administrative forum.

While the decision of the arbitrator herein is final and binding, nothing shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure.

PROCEDURE:

Responsibility	Action
Department, Grievant	1. <u>Informal Step</u> : As a general policy, attempts should be made, between the grievant and a supervisor in the chain of command up to and including the division head, to adjust all grievances on an informal basis.
Grievant	2. <u>Step One</u> : If the grievant is not satisfied with results of the informal procedure, initiates first step of the formal grievance procedure as follows: <ul style="list-style-type: none"> a. Prepares grievance in written form, including a clear, concise statement of the grievance, the specific provisions, resolution section and/or written policy allegedly violated and the specific remedy sought. b. Presents written grievance to the department head no later than ten (10) working days following the act or omission giving rise to the grievance, or no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission.
Department Head	3. Communicates a written decision to the grievant within ten (10) working days after receiving the grievance.

Grievant

4. Step Two: If the grievant is not satisfied with the decision of the department head, the grievant may initiate the second step of the formal grievance procedure and appeal the decision in writing to the Municipal Employee Relations Officer (MERO) within ten (10) working days after receipt of the department head's decision.

Municipal Employee Relations Officer (MERO)

5. Communicates a decision to the grievant within ten (10) working days after receiving the appeal.

Grievant

6. Step Three: If the grievant is not satisfied with the decision of the MERO, the grievant may initiate the third step of the formal grievance procedure and request that the recognized employee organization submit the grievance to binding arbitration.

Employee Organization

7. If the employee organization elects to proceed to binding arbitration, it must so request in writing to the MERO within thirty (30) working days after the decision of the MERO.

MERO, Employee Organization

8. Makes selection of an arbitrator and sets up mutually convenient time with arbitrator for hearing of the grievance.

Arbitrator

9. Conducts hearing according to generally accepted standards and procedures for grievance arbitration.
10. Presents decision in writing, setting forth findings of fact, reasoning, conclusions and remedy.